

4-0063

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This A G R E E M E N T is made and entered into this 18TH
day of MAY, Nineteen Hundred and Seventy (1970)
BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF
FAIRFIELD, ESSEX COUNTY, NEW JERSEY,
hereafter the "Board";

AND

THE FAIRFIELD EDUCATION ASSOCIATION,
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey
Employer-Employee Relations Act, agreements reached between
public employers and the majority representative of an
appropriate employee unit shall be embodied in writing,
signed by the authorized representatives and filed with the
New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the
Board and the Association, and the said Association being the
recognized exclusive representative of the unit of the Board's
employees, consisting of regularly employed teachers, nurses,
learning disabilities teachers, teacher librarians, remedial
reading teachers, supplemental teachers, speech correctionists,
art teachers, physical education teachers, vocal and instrumental
music teachers, and special education teachers;

NOW, THEREFORE, it is mutually agreed between the Board and
the Association as follows:

ARTICLE I

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 1, 1970, shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view towards concluding the same on or before December 30, 1970.

ARTICLE II

GRIEVANCE PROCEDURE

A. Statement of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances, rather employees, should they so elect, are

specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

B. Definition of Terms

1. Grievance: A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the agreement (to which this grievance procedure is annexed) or of any policy or administrative decision of the Board. However, the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule; or wherein (b) the Board of Education is without authority to act; or wherein (c) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

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2. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include itinerant employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures

of the Board such as the summer school, nor shall it include the Chief School Administrator of Schools.

3. Immediate Superior: Said term shall mean the person to whom the grieved employee is directly responsible under the organizational scheme prevailing in this school district at the time that any grievance accrues.

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal day-time hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.

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3. The aggrieved employee shall have the right to be represented at all stages of the procedure, either by counsel or by an appropriate officer or designee of the Association. However,

if a representative is to be present on behalf of the aggrieved, notification thereof shall be given in advance.

4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of interruption of school by reason of vacation or summer recess, in which events the aggrieved party and his superior at the then pending stage of the grievance shall agree to appropriate extensions of time commensurate with the time lost by reason of the interruption of school.
5. This policy generally provides for three stages of procedure, and in the case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.
6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with

any said law, statute, rule or regulation, then the conflicting portion of this policy or the administration thereof in the particular case shall be null and void.

ARTICLE II

GRIEVANCE PROCEDURE

D. Procedure

1. Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within fifteen (15) school days after the occurrence of the event or events giving rise to the same. The Presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) school days from the date of the original presentation of the grievance. The said advice shall be given either orally or in writing in the discretion of the Stage I superior.

2. Stage II

In the event that the aggrieved is not satisfied with the

determination arrived at in Stage I, he shall file a written Petition on the grievance form with the Superintendent within five (5) school days from the receipt of notice of the determination arrived at in Stage I, and he shall forthwith deliver a copy of his Petition to the administrator who made the determination at the Stage I level. Failure to petition within the said (5) five/school days shall be deemed to constitute and abandonment of the grievance and an assent to the Stage I determination.

The Petition to be filed shall contain at least the following:

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- (a) A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the Agreement or Board policy which it is alleged have been misinterpreted, misapplied or violated.
- (b) The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
- (c) The aggrieved's understanding of the Stage I determination.

ation.

(d) A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.

(e) The signature of the aggrieved, which signature shall constitute a representation that the Petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the Petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the Petition setting forth his understanding of the following:

- (1) The nature of the grievance and the essential facts relating thereto and the provisions of the contract or of the Board policy which are alleged to be involved.
- (2) The dates upon which the Stage I proceeding was commenced and then determined.
- (3) The determination made at Stage I and the reasons therefor.
- (4) The signature of the Stage I administrator, which signature shall constitute a representation that

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GRIEVANCE PROCEDURE

the determination made by him was arrived at free of an atmosphere of bias or prejudice directed towards the aggrieved.

- (5) Both the Petition and the Stage I administrator's answer thereto shall be made available to the parties concerned.
- (6) Utilizing the Petition and the Stage I administrator's answer and all other information and data which the Superintendent may determine to hear and consider in connection with the grievance, the said Superintendent shall then proceed to determine the matter, and he shall advise the parties of his determination within 12 school days from the date upon which the Petition was first filed with him. His determination shall be in written form.

3. Stage III

In the event the aggrieved is not satisfied with the determination arrived at in Stage II, the petition should be filed with the Board Secretary within five (5) school days from the receipt of notification

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of the Stage II determination, and he shall forthwith deliver a copy thereof to the Superintendent.

Failure to file a Petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board Petition to be filed with the Board Secretary shall contain at least the following:

- (a) An incorporation by reference of the Stage II Petition and answer, copies of which shall be delivered to the Board Secretary.
- (b) The date upon which the aggrieved was informed of the Stage II determination.
- (c) A description of the action requested to be taken or the relief requested to be granted by or from the Board.
- (d) The signature of the aggrieved, which signature shall constitute a certification as herein above provided for.
- (e) Promptly after the filing of the Board Petition, the Superintendent shall prepare a full and complete written report of his findings and determination

ARTICLE II

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made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

- (f) Thereafter, the Board shall proceed to hear the matter as promptly as possible, but not later than ten (10) school days. The hearing shall be based upon the filed documents aforementioned unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters in which event the Board shall do so and a secretary will be retained for the purpose of recording all pertinent data to a hearing of a grievance presented at the third stage. Copies of this data will be furnished to each participant at said hearing and based on this transcript the Board shall then render its determination of the issue or issues presented by the grievance orally.
- (g) If requested, a third party shall hear and review the involved data and will render advice on the issues. The selection of a third party shall be by mutual agreement. It is further understood and agreed that

ARTICLE II

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the said advice will in no way be binding on either party. Costs to obtain a third party, if any, shall be shared equally by the parties involved. Minutes of this action will not be released to any other Party except by mutual agreement of the parties concerned.

- (h) The Board shall then render its final determination of the issue or issues presented by the grievance within thirty (30) days from the date of the filing of all papers or, in the case of a scheduled hearing, within thirty (30) days from the conclusion of the hearing. The Board's determination shall be rendered in writing.

ARTICLE III

COMPENSATION

The salary schedule to obtain for teachers, learning disabilities teachers, teacher librarians, remedial reading teachers, nurses, speech correctionists, art teachers, physical education teachers, vocal and instrumental music teachers and special education teachers shall be as set forth on Schedule A annexed

hereto and made a part hereof. The salary schedule for all other personnel who are in job categories included in the unit represented by the Association and whose salaries are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof.

ARTICLE IV

MEDICAL BENEFITS

The Board hereby agrees to pay seventy-five (75) per cent of the group rate cost for providing Blue shield and Blue Cross with Rider J coverage and Major Medical coverage, single or family plan, as the case may be, for all those employees in the Association's unit who elect to accept all or a portion of the said coverage and who contribute the balance of the cost therefor.

ARTICLE V

SICK LEAVE

Sick leave rights shall be as provided for in N.J.S.A. 18A:30-1, et seq., except that the statutory cumulative minimum of 10 days per school year shall be increased to twelve(12) days cumulative perschool year. Otherwise, sick leave rights shall be administered in accordance with the provisions of Chapter 30 of Title 18A.

ARTICLE V

SICK LEAVE

Teachers shall be given a written accounting of accumulated sick leave days on or before September 15th of each school year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

Teachers shall have the right to two (2) non-cumulative personal days per school year with full pay.

B. Death in Immediate Family

Up to five (5) days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, or any other member of the immediate household.

C. Death in Non-Immediate Family

Up to one day shall be granted at any one time in the event of death in the non-immediate family, subject to the approval of the School Superintendent. Approval shall not be unreasonably withheld.

D. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

the U. S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or federal government for a period not exceeding sixty (60) days.

- E. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled under Article V.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

B. Maternity Leave

The Board of Education shall grant a maternity leave of absence for a teacher who has gained tenure in the Fairfield school system. The leave of absence shall be for a period of no less than fourteen (14) months and the teacher shall be reinstated in September of the following year.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

Regulations: A teacher will be given a leave of absence under the following conditions:

1. The fifth month of pregnancy shall, in general, be the final month of teaching prior to the granting of leave provided that in the judgment of the attending physician and the school medical director and the Superintendent, the individual can continue that long with success as a teacher. Exceptions may be made upon the written recommendation of the attending physician, the school medical director, the Superintendent and Board of Education.
2. Maternity leave shall cover four months of pregnancy and a teacher shall not return until her child is at least one year old, thus making a maternity leave of fourteen (14) months. Request for extension may be made in writing to the Superintendent.
3. A teacher will be returned to active teaching status only at the beginning of the school year in September.
4. Notification of intention to return shall be given in March of the preceding school year.
5. A teacher will return to active teaching status on the same level of the teaching guide as when the leave of absence was

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

granted provided less than half the school year has elapsed.

When more than half the school year has elapsed, one-half step credit may be given.

6. In the event of stillbirth or death of the child, the teacher, if she so elects may return to her position at the beginning of the next school year, if physically able to perform her duties.

7. Any female teacher under tenure in the Fairfield Schools adopting an infant child shall receive similar leave which is to be requested with no less than sixty (60) days' notice.

C. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE VIII

TUITION REIMBURSEMENT FOR ADVANCED STUDIES

A. Eligibility

Teachers employed in Fairfield and enrolled at a recognized institution for the purpose of advanced (graduate) study in the field of education.

B. Reimbursement

1. Financial assistance under this policy is limited to 75% (seventy-five percent) of the cost of tuition and initial

ARTICLE VIII

TUITION REIMBURSEMENT FOR ADVANCED STUDIES

registration fees, (excluding books) to a maximum of \$200 in any caldendar year.

2. Tenure teachers will receive reimbursement to the extent of this policy immediately upon completion of the approved course of study.
3. Non-tenure teachers will be reimbursed during their fourth year in Fairfield to the full extent of this policy for courses taken during non-tenure years.
4. Satisfactory evidence of course completion and receipts for tuition and fees will be submitted to approval for reimbursement under this policy.

C. Approvals

All courses and programs for advanced study to be reimbursed under this program will have prior approval of the Superintendent.

D. General

1. Courses taken for certification will not be reimbursed under this program.
2. Courses shall be taken at a time that does not conflict with the duties or hours of the school program.

ARTICLE IX

NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION

No employee participating in the negotiation procedure shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.

ARTICLE X

DURATION OF AGREEMENT

This Agreement, dated as above, shall take effect on July 1, 1970, and shall continue in full force and effect without change until June 30, 1971, except in the case of any mutually agreed upon amendments hereto, which amendments shall be embodied in writing signed by the parties.

ARTICLE XI

ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of the Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date and year aforesaid.

For the Board:

Secretary

President

For the Association:

Secretary

President

SCHEDULE A

FAIRFIELD BOARD OF EDUCATION TEACHERS' SALARY GUIDE FOR 1970-71

<u>STEP</u>	<u>B.A.</u>	<u>B.A. /15</u>	<u>M.A.</u>	<u>M.A. +32</u>
1	7,600	8,000	8,400	8,800
2	7,950	8,350	8,750	9,150
3	8,300	8,700	9,100	9,500
4	8,650	9,050	9,450	9,850
5	9,000	9,400	9,800	10,200
6	9,350	9,750	10,150	10,550
7	9,700	10,100	10,500	10,900
8	10,050	10,450	10,850	11,250
9	10,400	10,800	11,200	11,600
10	10,800	11,200	11,600	12,000
11	11,200	11,600	12,000	12,400
12	11,600	12,000	12,400	12,800
13	12,000	12,400	12,800	13,200
14	12,400	12,800	13,200	13,600
15			13,600	14,000
16				14,400

NOTES

1. Teachers with prior public school service may be granted full credit for teaching experience up to ten (10) years.
2. Credit will be granted for two(2) years military service with Honorable Discharge. Combined teaching and military service is not to exceed twelve (12) years of credit.
3. Non-degree teachers shall advance one-half step yearly on the guide.
4. Annual increments for satisfactory service may be granted by the Board of Education upon recommendation of the Superintendent. The Board of Education reserves the right upon recommendation of the Chief School Administrator to withhold, decrease or reinstate any annual increment or adjustment. (18A:29-14)

SCHEDULE A

FAIRFIELD BOARD OF EDUCATION TEACHERS' SALARY GUIDE FOR 1970-71

5. Full adjustment to 1970-71 salary guide shall be granted on Sept. 1, 1970, when not in conflict with note # 4 above.

SCHEDULE B

SUPPLEMENTAL TEACHERS

Supplemental Teachers shall be compensated at the rate of \$6.00 per hour.